

OMB Approval 2700-0042

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. A022	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 06-06RL14655.008	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352	CODE	7. ADMINISTERED BY (if other than Item 6) Same as item 6.	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP, Code) Washington Closure Hanford LLC (WCH) 3070 George Washington Way Richland, WA 99354		9A. AMENDMENT OF SOLICITATION NO.	9D. DATED (SEE ITEM 11)
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655	10B. DATED (SEE ITEM 13) 03/23/05
FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

89X0251.91 EY5042121 OCC: 254 ADS/TTP RL-0012 XID: 44895 \$175,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing office, appropriation limits, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

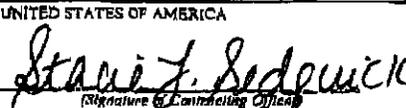
D. OTHER Specify type of modification and authority  
B.2, Obligation and Availability of Funds

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- A) The amount of funds obligated in clause B.2, Obligation and Availability of Funds, is increased by \$175,000.00, from \$193,942,749.56 to \$194,117,749.56.
- B) This modification corrects accounting classification, for modification A021, block 12, from 89X0261.91 to 89X0251.91
- C) Replacement page B-2 is provided. 20A1

Except as provided herein, all terms and conditions of the documents referenced in Item 9A or 10A, or hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Patrick Pettiette, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stacie L. Sedgwick	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 6/8/06	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 8 Jun 06

*River Corridor Closure Contract*  
Contract No. DE-AC06-05RL14655

Section B  
A022

**B.2 OBLIGATION AND AVAILABILITY OF FUNDS**

- (a) Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$194,117,749.56 have been allotted for obligation and are available for payment for services provided from the effective date of this Contract through the period estimated to end September 25, 2006.
- (b) Except as may be specifically provided in the Section I clause entitled *Nuclear Hazards Indemnity Agreement*, the duties and obligations of the U.S. Department of Energy (DOE) hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.

**B.3 ALLOWABILITY OF SUBCONTRACTOR FEE**

- (a) If the Contractor is part of a teaming arrangement as described in Federal Acquisition Regulation (FAR) 9.601, the team shall share in this Contract fee structure. Separate additional subcontractor fees for individual team members will not be considered an allowable cost under the Contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit paid to such entity will not be considered an allowable cost under this Contract.
- (b) The subcontractor fee restriction in subsection (a) does not apply to members of the Contractor's team that are: (i) small business(es); (ii) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H clause entitled Mentor-Protégé Program; (iii) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (iv) commercial items as defined at FAR 2.101.

**B.4 INCENTIVE FEE STRUCTURE**

- (a) "Completion of Contract Requirements" is defined as performance of all requirements described in this Contract (except those requirements customarily reserved for Contract closeout and final payment) on or before September 30, 2015. Completion of Contract Requirements is a condition precedent to earning any of the Group A and Group B incentive fee under Clause B.7(c) and (d).
- (b) Table B.1, *Incentive Fee Structure*, sets forth the Cost Performance Incentive Fee (including Target Cost, Target Fee, and Cost Share Ratio); Schedule Performance Incentive Fee; Maximum Incentive Fees, and Minimum Incentive Fees that can be earned under the Contract. The Cost Performance Incentive Fee and Schedule Performance Incentive Fees are each divided into three components: CLIN 1; CLIN 2; and CLIN 3.

**B.5 CHANGES TO TARGET COST, TARGET FEE, AND SCHEDULE**

- (a) General Requirements.
  - (1) Changes to Target Cost, Target Fee, and Schedule.
    - (i) The Contractor shall take all reasonable steps to manage, prevent, and mitigate changes to Target Cost, Target Fee, and Schedule. DOE does not anticipate any point of complete redetermination of Target Cost, Target Fee, and Schedule during the period of performance of the Contract.